

**Amendment # 62
regarding
Full System Acceptance Testing**

This Amendment is executed by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix ERG Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

- a. Central Puget Sound Regional Transit Authority ("Sound Transit")
- b. King County ("King County")
- c. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
- d. Pierce County Public Transportation Benefit Area ("Pierce Transit")
- e. Snohomish County Public Transportation Benefit Area ("Community Transit")
- f. City of Everett ("Everett")
- g. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. In May of 2009, the Contractor and the Agencies agreed to the Agreement for Issuance of a Conditional Notice of Apparent Completion for Complete System Commissioning Milestone and Amendment #43 ("Conditional NAC Agreement"). Among other things, said Agreement provided the terms under which the Agencies would issue a Conditional Notice of Apparent Completion (NAC) for the "Completion of Complete System Commissioning" Milestone and the conditions that would need to be satisfied for issuance of a Full NAC.

- C. Under Section 3.1 of Amendment #43, the Parties agree that the Acceptance Testing Settling-In period would not end, and the Full System Acceptance Testing period would not begin, until the effective date of a Full NAC for the Completion of Complete System Commissioning Milestone.
- D. Although not all conditions for issuance of a Full NAC had been satisfied, progress had been made and the Parties entered into an Agreement for Commencement of Full System Acceptance (FSA) Testing, dated August 12, 2009 ("FSA Testing Agreement").
- E. Under the FSA Testing Agreement, the first sixty-day FSA testing period commenced August 12, 2009. The System has remained in revenue service operation since then, although the conditions for commencement of the second and third sixty-day testing periods, as specified in the Contract and Section 2.3 of the FSA Testing Agreement, have not been satisfied.
- F. The Parties enter into this Amendment #62 to revise certain provisions of the Contract and the FSA Testing Agreement related to the terms and conditions for Full System Acceptance testing.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Contractor and the Agencies agree to the above Recitals, which are incorporated by reference herein, and the following terms.

1.0 Purpose

Among other things, this Amendment #62 summarizes the requirements for commencing and completing a single Measurement Period for Full System Acceptance (FSA) testing. The provisions of (a) the Contract; (b) the Agreement for Issuance of a Conditional Notice of Apparent Completion for Complete System Commissioning Milestone and Amendment #43 (signed May 11, 2009); and (c) the Agreement for Commencement of Full System Acceptance Testing (signed August 12, 2009) shall remain in full force and effect unless expressly modified by this Amendment #62.

2.0 Definitions

Unless otherwise stated herein, capitalized terms in this Agreement shall have the same definitions as provided in the Contract and in the Agreement for Issuance of a Conditional Notice of Apparent Completion for Complete System Commissioning Milestone and Amendment #43.

2.1 Chargeable Failure means a Failure of an Element or type of Element other than a Non-chargeable Failure. The Parties have agreed that the following is a non-exhaustive list of examples of Failures that shall be classified as Chargeable Failures:

- a. Failures caused by a low battery or a failed battery, except that a failed rechargeable battery will only be deemed a Chargeable Failure if it will not hold a charge when properly charged using the appropriate charging unit or device;
- b. OB-FTP Failures caused by the lack of a Zener diode;
- c. Failures that are within the reasonable control of the Contractor even if the Failure was "minor in nature" or "easy to fix";
- d. Failures caused by a power or communications outage if the outage was within the control of the Contractor;
- e. A Failure where a single Reboot does not remedy the Failure, or if a Reboot was required for the same device in the previous 7 calendar days to restore full operation (exception: if multiple reboots are required for a software upgrade).

2.2 DEVI means a development issue which may be raised by any of the Parties.

2.3 Disputed Failure means a Failure where after review and discussion, the FRT (Failure Review Team) does not come to agreement on the classification of the Failure as Chargeable or Non-Chargeable.

2.4 Element means the devices, systems and subsystems of the RFCS identified in the Table in Section 4.0 below, each of which Element or type of Element includes any and all of its hardware, software, components, accessories and peripherals.

2.5 Failure means an incident of an Element not performing its functions in whole or in part.

2.6 Hardware Failure means a Failure due to a manufacturing defect, omission of a component, or failure of a hardware component of that Element.

2.7 Installation Failure means a Failure due to hardware that is not installed according to the agreed instructions or guidelines.

2.8 Key Performance Indicators (KPI) means the Reliability, Availability and Accuracy standards specified in Section 4.0 ("Subject Systems and Equipment") of this Agreement.

2.9 KPI Measurement Period is the interval of time during which the Key Performance Indicators are measured.

a. Prior to Full System Acceptance, the KPI Measurement Period shall be the minimum eight-weeks as defined in Sections 3.1.

b. After Full System Acceptance has been achieved, the KPI Measurement Periods shall be periods of 3 consecutive calendar months following Full System Acceptance and for the duration of the Contract.

2.10 Non-chargeable Failure means a Failure that (i) is beyond the control of the Contractor or its subcontractors, suppliers or any other person or entity performing the Work of the Contract; or (ii) has been agreed to be Non-chargeable by the Agencies. The Parties have agreed that the following is a non-exhaustive list of examples of Failures that shall be classified as Non-chargeable Failures:

a. Failure caused by Agency network, equipment or software provided by an Agency vendor other than the Contractor, or Agency personnel.

b. Failure caused by physical damage beyond normal wear and tear if the damage: (a) was not caused by the Contractor's failure to comply with the "ruggedizing" and other requirements of the Contract; and (b) was not caused by a deliberate or negligent act of a person employed by the Contractor, its Subcontractors of any tier and their respective officers, directors, employees, agents and representatives.

c. A Failure where (i) a single Reboot remedies the failure, (ii) no other Reboot was required for the same device in the previous 7 calendar days; and (iii) neither a Hardware Failure nor Software Failure is reported against the Element for the exhibited behavior.

2.11 KPI Reporting Period

a. Before Full System Acceptance, the KPI Reporting Period closes each week at the end of Saturday.

b. After Full System Acceptance has been achieved, the KPI Reporting Period closes on the last day of each calendar month following Full System Acceptance.

2.12 Reboot means an action that is undertaken to re-establish full operation of a device that is exhibiting unintended behavior or is operating at a reduced level of functionality. Typically this involves turning the device off and on, and/or resetting the power. In this context, Reboot does not include normal daily or shift startup of a device, nor does it include periodic restarts of a server device as may be required from time to time for normal system administration purposes, provided that such restarts are described as part of the documented operating or maintenance procedures for the device.

2.13 Reported Failure means a Failure that is detected by the Contractor through automated system monitoring or other means, or is reported by an Agency by phone, email or other means.

2.14 Software Failure means a Failure due to a software malfunction, software design defect, configuration issue, or other Failure that is not a Hardware Failure or an Installation Failure.

3.0 KPI Measurement Period

3.1 Commencement: Prior to Full System Acceptance, the initial KPI Measurement Period shall commence on May 2, 2010.

3.2 A process for reporting Failures of RFCS cards will be added to CDRL 20 subject to agreement by the Agencies. Failures of RFCS cards shall also be covered by the provisions of Section 5 including but not limited to the treatment of Disputed Failures.

3.3 Not later than June 1, 2010, the Contractor shall submit to the Agencies revised CDRLs 20, 21 and 39 as necessary to reflect the terms of this Amendment #62. Revisions to CDRL 39 shall include but are not limited to an explanation of how every Reported Failure is assigned to one of the Elements. Any partial payment otherwise payable under Section 10 shall not be paid until said revised documents have been submitted and issued a NAC.

3.4 An Element shall "pass" its KPI Measurement Period for purposes of achieving Full System Acceptance if:

- a. the Element has met the applicable KPI standard(s) in Section 4 for a period of eight (8) consecutive weeks, based on evidence gathered by the Contractor, in accordance with the NAC'd CDRLs 20, 21 and 39 (as revised in accordance with this Amendment #62 and NAC'd by the Agencies) and the Failure Reporting procedures specified in Section 5 of this Amendment as well as any other evidence gathered by the Agencies; and
- b. the Element has no Severity 1 or 2 DEVLs assigned to it at the point in time when it meets the KPI standard(s) for the eighth consecutive week.

The Contractor shall provide written notice to the Agencies if it believes an Element has passed in accordance with this Section 3.4. At the Agencies' request, the Contractor shall provide all documentation related to the measurement of the Element's KPI standard(s) and shall meet with the Agencies to review the documentation and respond to questions. In the event the Agencies dispute the Contractor's assertion that an Element has passed in accordance with this Section 3.4, the Parties will meet and attempt to resolve the dispute. If they are not able to reach a resolution, the dispute shall be submitted to the Dispute Review Board in accordance with Section 3.I-34 of the Contract.

3.5 The KPI Measurement Period for purposes of achieving the Full System Acceptance Milestone shall continue until such time as all Elements have passed as described in Section 3.4. It is understood and agreed, however, that successfully meeting this requirement does not relieve the Contractor of any other requirements for achieving the Milestone of Full System Acceptance including but not limited to the requirements listed in Section 11 ("Other Contract Requirements").

3.6 The KPI standard(s) of each Element shall continue to be monitored and reported whether or not it has "passed" or is under dispute.

4.0. Subject Systems and Equipment

The following Table summarizes the Elements and types of Elements that will be monitored and measured for Availability, Reliability and/or Accuracy, during and after the KPI Measurement Period. **"Assumed Operating Hours Per Day"** is 24 for all Elements.

A. Element	B. Availability	C. Reliability	D. Accuracy
		MOHBF = Mean Operating Hours Between Failures MTBF = Mean Transactions Between Failures	Vol_Tx = Volume of Transactions Val_Tx = Value of Transactions
OB FTP		30,000 MOHBF	99.99%-100.01% (Vol_Tx)
SA FTP		30,000 MOHBF	99.99%-100.01% (Vol_Tx)
P FTP		30,000 MOHBF	99.99%-100.01% (Vol_Tx)
GAK		30,000 MOHBF ¹	99.99%-100.01% (Vol_Tx)
DDU		30,000 MOHBF	
WDOLS(on-board)		30,000 MOHBF	
RCU		30,000 MOHBF	
TRU		5,000 MOHBF	99.99%-100.01% (Val_Tx)
TVM card reader		30,000 MOHBF ²	99.99% -100.01% (Val_Tx)
CST (including any modules and peripherals		5,000 MOHBF	99.99%-100.01% (Val_Tx)

¹ Excludes failures of non-Contractor supplied turnstiles or other components.

² Excludes any failures of non-Contractor supplied TVM components.

A. Element	B. Availability	C. Reliability MOHBF = Mean Operating Hours Between Failures MTBF = Mean Transactions Between Failures	D. Accuracy Vol_Tx = Volume of Transactions Val_Tx = Value of Transactions
in a CST set-up at any location including but not limited to Mail Center)			
DAC	99.73%		99.99%-100.01% (Vol_Tx)
BOC and BOC Client	99.73%		99.99%-100.01% (Vol_Tx)
Clearinghouse	99%		Both 99.99%-100.01% (Val_Tx) and 100% for autoloads (no autoload validation Chargeable Failures)
Network	99%		
Smart Cards		10,000 MTBF	
Cardholder and Business Account Websites (as further described in Section 7)	99%		
Agency and Call Center Websites (as further described in section 7)	99%		
Reports (as further described in Section 7 and 8 of Amendment #62)	99.73%		99% (no missing, duplicative or erroneous data in each Report)
TRU server	99.73%		
WDOLS (base wireless access point)	99.73%		

5.0 Failure Reporting and DEVI Severity Classification

5.1 Every Reported Failure shall be opened in the Contractor's failure and performance monitoring and tracking system, regardless of the means by which it was identified by the Agencies or the Contractor (for example, email, telephone call, Contractor's personnel or Contractor's monitoring systems).

5.2 At a minimum, the tracking system shall record the following information about every Reported Failure:

- a. the applicable Element listed in Section 4.0 above to which the Reported Failure is assigned;
- b. the dates and times when the Reported Failure (i) started and (ii) was entered in the tracking system;
- c. the date and time when the Reported Failure was resolved and, for Elements subject to Availability measurement, the number of Out of Service Hours as defined in Section 7.0 for each Reported Failure;
- d. whether a Reported Failure was reclassified by the Contractor to be Non-chargeable, all in accordance with Section 5.4 below;
- e. if a DEVI has been raised regarding a Reported Failure and, if so, the DEVI number, initial severity classification and details; and
- f. if applicable, that a Reported Failure was proposed by the Contractor to be counted as a single Software Failure, with concurrence of the FRT, all in accordance with Section 5.5 below.

5.3 Any DEVI that is initially classified as a Severity 3 or Severity 4 issue shall be reclassified as a Severity 2 issue if it results in a device experiencing functional or operational problems such that the device requires a Reboot in order to restore full operation according to the following rules:

- a. Where there are more than 300 of a device type (e.g. OBFTP, DDU, WDOLS) in active service, the DEVI shall be reclassified as Severity 2 if it results in more than 3% of the devices in active service requiring a Reboot to restore full operation.
- b. Where there are between 100 and 300 of a device type (e.g. GAK, SAFTP, PFTP) in active service, the DEVI shall be reclassified as Severity 2 if it results in more than 5% of the devices in active service requiring a Reboot to restore full operation.
- c. Where there is less than 100 of a device type (e.g. CST, DAC) in active service, the DEVI shall be reclassified as Severity 2 if any instance (i.e. any individual unit) of a device requires two or more Reboots in a single service day to restore full operation.

5.4 Every Reported Failure shall be classified and recorded as one Chargeable Failure. A Reported Failure that remains in "open" status shall remain Chargeable and shall be counted as Chargeable unless and until it is "completed" and reclassified to Non-chargeable in accordance with the following process. After analysis, the Contractor may reclassify a "completed" Reported Failure as a Non-chargeable Failure if there is evidence that it does not meet Chargeable Failure definition in Section 2.1. Such reclassification shall be recorded in the tracking system and discussed by the Failure Review Team (FRT). If the members of the FRT do not agree on whether a Failure is Chargeable or Non-chargeable, it shall be

designated as a "Disputed Failure." If the inclusion of any Disputed Failures as Chargeable would affect whether or not an Element meets the applicable KPI standards, the Parties will meet in accordance with Section 3.4 and, if they are not able to reach a resolution, the Disputed Failures shall be submitted to the Dispute Review Board in accordance with Section 3.I-34 of the Contract.

5.5 Non-Chargeable Failures shall not be included in performance measurement calculations. Each Chargeable Failure, in both the open and completed status shall be counted separately as one Chargeable Failure, unless the following change in counting methodology is approved by the FRT:

- a. Multiple occurrences of a Software Failure may be counted as one Chargeable Failure if the Contractor can provide sufficient evidence to demonstrate that all occurrences of the Software Failure were as a result of the identical root cause. Software Failures that are similar in nature, but not resulting from the same root cause, shall not be grouped together under this provision, and shall be considered as distinct and separate Software Failure occurrences.

5.6 Until Full System Acceptance is issued, the FRT shall meet at least weekly at a mutually agreeable day and time and, if meeting in person rather than by telephone, at a mutually agreeable location. Contractor shall provide the Agencies with a weekly written report at least one (1) full business day prior to the FRT meeting and shall provide, at a minimum, the following:

- a. the report shall provide the information listed in Section 5.2 above for each Reported Failure entered or marked "completed" in the tracking system during the previous week; and
- b. every Reported Failure which the Contractor has, during the previous week, either reclassified as Non-chargeable under Section 5.4 or counted in accordance with Section 5.5.

After Full System Acceptance is issued, the FRT meetings shall be held, and the reports shall be provided, on a monthly basis. The FRT meeting will be scheduled some time in the week after the KPI Reporting Period but prior to submittal of the report.

5.7 Contractor shall provide reports within ten (10) business days after the end of a KPI Reporting Period for each type of Element that is subject to Reliability, Availability and/or Accuracy criteria. The reports shall include, by Element Type:

- a. Reliability, Availability and Accuracy results for the current KPI Measurement Period based on the calculations specified in Sections 6, 7 and 8; and
- b. Historical Reliability, Availability and Accuracy results and trend analysis. Prior to the issuance of Full System Acceptance, this historical reporting shall

include all results and analysis back to the start of the initial KPI Measurement Period as described in Section 3.0. After Full System Acceptance has been achieved, the report shall be for the current KPI Measurement Period..

5.8 Reports provided pursuant to Sections 5.6 and 5.7 shall contain sufficient detail for the Agencies to independently verify reported measurements or compare it with Agency records for audit purposes.

5.9 In the event that a Reported Failure is reclassified per the provisions of Section 5.4 above or counted per the provisions of Section 5.5, historical results and any trend analyses shall be adjusted accordingly in the calculations.

6.0 Reliability Calculations and Definitions

6.1 Mean Operating Hours Between Failure (MOHBF) equals:

$$\frac{\text{Measurement Period (days)} \times \text{Assumed Operating Hours (per day)} \times \text{Active Devices}}{\text{Chargeable Failures}}$$

6.2 Mean Transactions Between Failure (MTBF) for the Smart Card Element equals:

$$\frac{\text{Total Smart Card Transactions}}{\text{Chargeable Failures}}$$

Smart Card Transactions means the sum total of all RFCS smart card transactions regionally that have been recorded during the KPI Measurement Period.

6.3 Active Devices means the total number of units of a device type in active operation at all Agencies. Units are not included as Active Devices if they: (a) are in repair and if they have been replaced by an Active Device; and (b) spare units stored in Agency inventory.

6.4 Assumed Operating Hours means the number of hours per day, as specified in Section 4.0, that a type of device is assumed to be operational for calculation purposes.

6.5 A separate MOHBF or MTBF calculation, as applicable, shall be performed for each type of Element subject to a Reliability measurement as listed above.

7.0 Availability Calculations and Definitions

7.1 Availability for applicable Elements shall be computed and reported as follows:

$$\text{Availability} = \frac{\text{Effective Operating Hours} - \text{Out of Service Hours}}{\text{Effective Operating Hours}} \times 100\%$$

7.2 Effective Operating Hours equals 24 hours multiplied by the number of days in the Measurement Period less the number of Total Scheduled Maintenance Hours.

7.3 Maintenance Window means the period of time agreed to by the Agencies when scheduled maintenance of an Element is permitted.

7.4 Total Scheduled Maintenance Hours means the total actual hours spent by Contractor on an Element during the Measurement Period for Agency-approved maintenance activities, whether performed in the Maintenance Window or outside it subject to prior Agency approval.

7.5 Out of Service Hours means the actual hours during a Measurement Period that an Element is at a reduced level of operation or functionality due to a Chargeable Failure. Out of Service Hours shall be computed from the time a Reported Failure is identified by the system, reported by the Contractor, or reported by the Agencies (whichever is earliest), until the time operation of the Element is restored to full operation. In the event that such restoration occurs through a temporary repair or workaround, the Reported Failure shall continue to be tracked and reported until such time as a permanent repair is implemented, however such repair time will not be counted as Out of Service Hours provided that normal operation of the element has been maintained during the repair period through temporary repair or acceptable (to the Agencies) workaround.

7.6 A separate Availability calculation shall be performed for each Element that is subject to an Availability measurement as listed in Section 4 above. The specific provisions of Sections 7.7, 7.8, and 7.9 shall apply to the Availability calculations for the Elements of Clearinghouse, Websites and Reports, respectively, and these specific provisions shall take precedence over the general provisions of this Section 7 in the event of any conflict.

7.7 For the Clearinghouse Element, the term "Out of Service Hours" includes but is not limited to the following:

- a. the time it takes to complete End-of-Day process beyond 6:00 a.m. of each day, and the time it takes to generate the End of Day (Month) reports beyond 8:00 a.m.;
- b. the time it takes to complete End-of-Month process beyond 6:00 a.m. of the day it is run, and the time it takes to generate the End of Day (Month) reports beyond 8:00 a.m.;

- c. the time beyond 4:00 a.m. that it takes to complete the morning distribution of Configuration Data to the Agencies' Back Office Computers; and
- d. the time beyond 4:00 p.m. that it takes to complete the afternoon distribution of Configuration Data to the Agencies' Back Office Computers.

Provided, however, the Agencies' agreement to the above times for completion of distribution of Configuration Data is limited to application during the initial KPI Measurement Period for purposes of Full System Acceptance. For all other purposes, the Agencies reserve their rights, to require earlier morning and afternoon distributions.

7.8 The calculation of Availability for the Website Elements shall also be subject to the following.

- (a) All RFCS Websites shall have a minimum availability of 99.73%, 24 hours a day, 7 days a week. For purposes of calculating availability for the RFCS Websites, the term "Out of Service Hours" includes but is not limited to the time during which: (a) a website server or intermediary (middleware) server is not fully operational; (b) a URL or page is inaccessible or unavailable due to a Chargeable Failure; and (c) server-side or page rendering errors occur as a result of a Chargeable Failure.
- (b) Scheduled maintenance shall be conducted per the following maintenance windows. For purposes of the availability calculation, "Scheduled Maintenance Hours" shall be defined as the period between the start and end of actual maintenance performed, not the maintenance window:
 - i. All scheduled maintenance on the Cardholder Website and Business Account Website shall be conducted during a maintenance window of midnight to 2:00 AM (Pacific Time) on a regular day as agreed with the Agencies. Upon written request from the Contractor and subject to Agency agreement, this window may be changed on a case-by-case basis if required for more extensive maintenance.
 - ii. All scheduled maintenance on Agency Website and the Call Center Website shall be conducted within a scheduled maintenance window of 10:00 PM to 3:00 AM (Pacific Time) on a regular day as agreed with the Agencies.
 - iii. If a maintenance activity is required outside of the applicable scheduled maintenance window, the implementation of that change or maintenance activity shall be coordinated with the Agencies.
- (c) In the event that a Website failure, fault or error is detected that affects operation of any website, whether related to hardware or software:

- i. the Agencies shall be notified via email to designated recipients within fifteen (15) minutes of such failure, fault or error being detected and persisting.
- ii. Within one (1) hour of such failure, fault or error being detected, the Contractor shall provide the Agencies with:
 - 1. An estimated time to restore the Website(s) to operation;
 - 2. Repairs or workarounds required or believed to be required to restore operation; and
 - 3. Description and estimated time of repairs required to permanently resolve the failure, fault or error if known.
- iii. The Contractor shall provide hourly status reports to the Agencies until the website is again fully operational.

These notice and response time requirements control and take precedence in the event of any conflict with other notice and response time requirements in the Contract. Failures, faults and errors that persist less than fifteen (15) minutes do not require notification to the Agencies but shall be included in the Availability measurement for the affected website(s).

(d) The Contractor shall implement and maintain an automated system to monitor and report on availability of all RFCS Websites. Said monitoring service shall attempt at five (5) minute or less intervals, to render various pages in said websites and shall track all instances when the selected pages did not respond or accurately display their content ("render") within five (5) seconds of the monitoring service's attempt. Pages to be monitored shall include at a minimum:

- i. Home pages for each RFCS website; and
- ii. login pages for each RFCS website, including execution of a login script.

At Agency request, the Contractor shall provide the Agencies with the data from its monitoring and reporting systems.

7.9 The calculation of Availability for the Reports Element shall also be subject to the following.

a. All RFCS Reports shall have a minimum availability of 99.73%, 24 hours a day, 7 days a week. The Reports Element shall be considered unavailable for purposes of calculating Out of Service Hours if any of the following occurs:

1. the user interface used to schedule or view a report is not operative, excluding corporate browser or network settings outside of the Contractor's control;
 2. an attempt by an Agency or Business Account user to schedule or view a report produces a failure message that is not caused by an error of the Agency or Business Account user, except if the error message is produced because the report parameters produces a report generation that is estimated to execute for longer than six (6) hours;
 3. an ERG scheduled auto-generating report cannot be viewed in its entirety by an Agency user by the "availability" time listed for each type of report in the list of Auto-Generating Report Configuration v.1.0, attached hereto and made a part hereof as Attachment A;
 4. a User Generated Standard Report cannot be viewed in its entirety within the "Maximum Run Time" or other standard specified for each type of report in the list of User-Generated Report Areas attached hereto and made a part hereof as Attachment B;
- b. The Out of Service Hours will end when the complete report can be viewed by the Agency or Business Account user.
- c. Scheduled maintenance for the Report server shall be conducted per the following maintenance windows. For purposes of the availability calculation, "scheduled maintenance" shall be defined as the period between the start and end of actual maintenance performed, not the maintenance window:
- i. All scheduled maintenance on the Reports server shall be conducted during a maintenance window of midnight to 2:00 AM (Pacific Time) on a regular day as agreed with the Agencies.
 - ii. If a maintenance activity is required on the Report server outside of the applicable scheduled maintenance window, the implementation of that change or maintenance activity shall be coordinated with, and subject to agreement by, the Agencies.

8.0 Accuracy Calculations and Definitions

8.1 Accuracy for applicable Elements shall be computed and reported as follows, depending on whether accuracy for the Element is measured by volume or value of transactions as indicated in the Table of Elements in Section 4.0. The Accuracy calculation is based on comparing two independent representations of transaction or value data namely: a) transaction quantities or values collected by the element ("Transactions/Value Recorded by Element") and b) corresponding data processed and recorded at the Clearinghouse ("Transactions Stored/Value Reported at Clearinghouse") according to the following formulas:

$$\text{Accuracy}_{\text{volume}} = \frac{\sum \text{Transactions Stored at Clearinghouse}}{\sum \text{Transactions Recorded by Element}}$$

$$\text{Accuracy}_{\text{value}} = \frac{\sum \text{Value Reported at Clearinghouse}}{\sum \text{Value Recorded by Element}}$$

The comparison will in general consist of the following:

Fare Processing Devices: Comparison of device's raw data with audit register data as generated by the device and stored at CCH.

DAC: Comparison of raw data stored at the DAC against corresponding data stored at the CCH.

BOC: Comparison of summarized data stored at the BOC against corresponding data stored at the CCH

CCH: Comparison of pre-processed data received at the CCH against post-processed data output and reported by the CCH.

8.2 In the case of the Clearinghouse Element, passing the Accuracy KPI requires that the above calculation produces Accuracy measures between 99.99% and 100.01% and that there are no Chargeable Failures related to the Clearinghouse autoload validation process.

The Clearinghouse autoload validation process will verify that all autoload transactions received at the Clearinghouse at the start of payment request processing (at approximately 11pm daily) are entered into the batch and sent to the payment gateway. For every batch flagged by the Clearinghouse autoload validation process, a Reported Failure will be opened. The Reported Failure shall be considered a Chargeable Failure unless it is determined to be a result of a valid system constraint or business rule.

8.3 In the case of the Reports Element, passing the Accuracy KPI shall mean no erroneous data in any report, inasmuch as 99% Accuracy is required.

8.4 A separate Accuracy calculation shall be performed for each Element type that is subject to accuracy measurement as listed above.

9.0 Contract Amendments

9.1 Contract Section 6.II-11.4.7 is amended to read as follows:

11.4.7 Acceptance Test

Acceptance testing shall be performed at a system level after (a) the issuance of an unconditional Notice of Apparent Completions for the Complete System Commissioning Milestone; (b) the requirements of section 6.II-11.4.7.1 for ending the Settling-In period have been satisfied; (c) Go Live has started with all components and subsystems completely functional, operational, on-line, and in service; and (d) the Contractor has met the requirements for commencement of the acceptance testing provided in section 3.1 of Amendment #62.

- (a) Acceptance testing shall be conducted by the Contractor in cooperation with Agency personnel and shall be subject to review and approval by the Agencies.
- (b) Reliability calculations for a particular equipment type will remain consistent throughout the acceptance testing period.
- (c) The Agencies reserve the right to make changes to the Acceptance Testing Plan to demonstrate conformance with the Contract requirements

9.2 Contract Section 6.II-11.4.7.3 is amended to read as follows:

11.4.7.3 Acceptance Test Requirements

- (a) The Full System Acceptance Testing Measurement Period shall begin and end as provided in Amendment #62 and shall be conducted over a minimum of eight (8) consecutive weeks under revenue service conditions.
- (b) Should the equipment fail to meet the performance requirements as specified herein, Contractor shall make whatever improvements to the equipment and/or systems which are needed to meet the requirements.
- (c) Contractor shall continue to improve RFCS equipment and systems until the Contract requirements are met.

9.3 Contract Section 6.II-11.4.8.7 is deleted.

10.0 Partial Payments In Advance of Full System Acceptance Milestone

10.1 Once fifteen of the twenty Elements pass as specified in Section 3.4, \$350,000 will be payable to the Contractor for each passing Element. The Contractor shall provide an invoice to the Contract Administrator listing the fifteen or more passing Elements for which payment is sought under this Section 10.1. Payment shall be due after an invoice is approved in accordance with Contract Section 3.I-76.1.

10.2 Any partial payments made under this Section 10 shall be reduced from any amount due upon completion of the Full System Acceptance Milestone.

11.0 Other Contract Requirements

11.1 In addition to all Elements passing the KPI Measurement Period as required in Section 3.4 of this Agreement, the requirements to achieve Full System Acceptance include the successful resolution of DEVIIs, through software releases or otherwise, as follows:

- a. All DEVIIs addressed in MR 10 have been closed with agreement of the Agencies; and
- b. All DEVIIs listed in Attachment C (list of DEVIIs as of date of this Agreement) have been closed with agreement of the Agencies; and
- c. All DEVIIs raised beyond Attachment C have been closed with agreement of the Agencies to the extent that there are no Severity 1 and 2 DEVIIs and not more than sixty (60) Severity 3 and 4 DEVIIs.

The Contractor commits to schedule, with the agreement of the Agencies, releases of DEVI fixs, third party software patches, and other software changes for promotion to production at least every three months until and after Full System Acceptance is issued, for the duration of the Contract, unless otherwise agreed in writing by the Agencies. The content and schedule of these regular releases after MR-10 will be developed by the Configuration Advisory Board (CAB) with Agency agreement. Such scheduled releases shall be in addition to any other releases necessary to resolve issues in compliance with the Contract's Software Maintenance response times.

11.2 It is understood and agreed that this Agreement does not address all of the requirements in the Contract and the Agencies reserve the right to consider all such requirements in determining whether to issue Full System Acceptance. By way of illustration and not limitation, the requirements that must be met by Contractor to achieve Full System Acceptance include but are not limited to the following:

- a. The terms and conditions for issuance of an unconditional NAC for Completion of Complete System Commissioning Milestone have been met and an unconditional NAC has been issued.

- b. The Software Documentation required under the Contract has been verified to have been deposited in escrow.
- c. The Contractor has provided to the Agencies documentation that all deficiencies, exceptions and issues identified, as of the date of Full System Acceptance, in the audits/assessment made under SAS 70, PCI and the annual Moss/Adams Security audit have been resolved and closed with agreement of the Agencies.

12.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Sixty-Two shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: Dominique Jardine
Its: VICE PRESIDENT
Date: 16th July, 2010.

The Agencies

By: Candace Carlson
Their: ORCA Operations Manager
On behalf of the Agencies
Date: 7/14/2010